

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant BSMG Worldwide DBA Weber Shandwick 700 13th Street, N.W. Washington, DC 20005		2. Registration No. 3911
3. Name of foreign principal Scottish Enterprise	4. Principal address of foreign principal 150 Broomielaw, Atlantic Quay Glasgow, G2 8LU Scotland	
5. Indicate whether your foreign principal is one of the following: <input checked="" type="checkbox"/> Foreign government <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Association <input type="checkbox"/> Individual-State nationality _____ <input type="checkbox"/> Committee <input type="checkbox"/> Voluntary group <input type="checkbox"/> Other (specify) _____		
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant. Scottish Enterprise b) Name and title of official with whom registrant deals. Kathleen Tepfer		
7. If the foreign principal is a foreign political party, state: a) Principal address. b) Name and title of official with whom registrant deals. c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

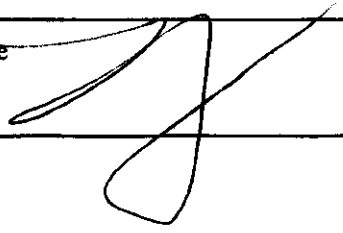
Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

Date of Exhibit A 4/5/02	Name and Title Lance Morgan Partner	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant BSMG Worldwidē DBA Weber Shandwick	2. Registration No. 3911
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3. Name of Foreign Principal

Scottish Enterprise

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Provide advice and counsel relating to communications and marketing activities, develop communications materials and promote Scotland to American journalists and the business community as an investment location or important strategic business partner,

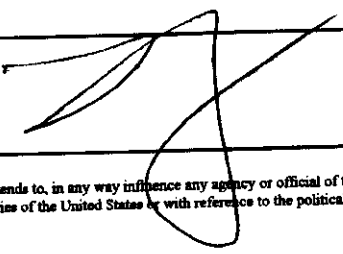
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Same as #7

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Coordinate marketing and communications activities in North America designed to promote Scotland as an investment location or important strategic business partner, through print advertising, distribution of marketing materials, and various media outreach efforts.

Date of Exhibit B 4/5/02	Name and Title Lance Morgan President/Partner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.



WEBER SHANDWICK
WORLDWIDE

RM/Agreements/Mike Rymaruk (t.c.a) 2.11.01

F.A.O. Mike Rymaruk
Scottish Enterprise
150 Broomielaw
GLASGOW
G2 8LU

November 2001

Dear Sirs

This letter agreement ("Agreement") sets forth the terms and conditions under which Weber Shandwick Worldwide Inc. ("Agency") agrees to provide marketing communications, public and investor relations and related consulting services to Scottish Enterprise ("Client"), effective as of November 1, 2001 (the "Effective Date").

1. Services.

1.1 Agency shall provide a broad range of marketing communications, investor relations, public relations and/or advertising services to Client, with a full description of the services by Agency as set forth in Attachments A and B. Agency has considerable skill, knowledge and experience of the Services, which Client will be relying on. Agency shall use its best endeavours to promote the interests of Client and ensure the Services are performed promptly, industriously, diligently and to the highest professional standards and in accordance with all applicable laws and regulations.

1.2 Affiliated Entities. Where applicable, entities affiliated with the Agency may be utilized by Agency in performing services on Client's behalf. Client may, at its option, determine whether or not to use the services of the affiliated entities. Estimates will be submitted for written approval before agreed upon work proceeds. Unless otherwise agreed to by the parties, the terms and conditions of this Agreement shall govern Client's relationship with any of Agency's affiliated entities.

2. Compensation And Expenses.

For our services and outlays on your behalf, you agree to pay us compensation as follows:

2.1 Client shall pay to Agency the fees and reasonable, actual out-of-pocket expenses referred to in Attachment B. The fees are inclusive of any local purchase tax (if any) payable. Client shall be responsible for paying sales tax on expenses where applicable.



VEBER SHANDWICK
WORLDWIDE

2.2 All payments to Agency shall be made against Agency's vouching and billing which shall be presented at the end of each calendar month during the period of the provision of the Services in respect of the hours worked in that month or proposed to be undertaken in the succeeding month. Such vouching or billing to account for expenditure on expenses to the effect that such expenditure is reasonable and necessary for the proper performance of the Services, e.g. the production of vouchers or invoices or other evidence verifying this. Subject to the foregoing, payments shall be made by Client within twenty eight days following the receipt by Client of Agency's vouching or billing.

On or about the first of each month, Agency shall bill Client for the Fee and any hourly time charges that exceed the Fee and the reimbursable expenses incurred by Agency during the previous and/or prior months. In the event payment is not received within thirty (30) days of invoice date, Client agrees to pay Agency the simple interest computed at 1 1/2% over the prime rate of interest per annum in effect at Citibank, N.A., in New York City, on the amount outstanding at the end of such 30-day period, until such payment is received. Client agrees to reimburse Agency for any costs incurred (including reasonable attorneys' fees) in connection with Agency's attempts to collect any sums that are over thirty (30) days past due. In the event of a disputed charge, Client shall notify Agency in writing of the disputed amount and reason for the dispute, and Client shall pay all undisputed amounts owed while the dispute is under negotiation.

2.3 Payment by Client shall be without prejudice to any claims or rights, which Client may have against Agency and shall not constitute any admission by Client as to the performance by Agency of its obligations hereunder.

3. Term; Termination.

3.1 This Agreement is effective as of the Effective Date first stated above and shall, unless terminated by the remaining provisions of this Agreement, endure until March 31, 2002. This Agreement, will continue in full force and effect from that date unless terminated sooner without penalty by sixty (60) days' prior written notice given by either party to the other (the "Notice Period"). The rights, duties and responsibilities of Agency and Client shall continue in full force and effect during the Notice Period, including the placing of advertising materials in any print media whose closing dates fall within the Notice Period, and in any broadcast media whose date of broadcast falls within the Notice Period. Agency will receive normal fees and a pro-rata bonus (if applicable).

3.2 Upon termination or expiry of this Agreement, any materials or services Agency has committed to purchase for Client shall be paid for by Client and Agency shall receive applicable compensation as outlined herein. Agency shall transfer, assign and make available to Client or Client's representative all property and materials in Agency's possession or control belonging to and paid for by Client, provided that there is no overdue indebtedness then owing by Client to Agency.

3.3.1 Upon any material breach by any one party to the other of any of its duties and obligations under this Agreement the non-breaching party shall have the right to terminate this Agreement where the breaching party fails to cure within thirty (30) days, by notice in writing to the non-breaching party.



3.3.2 Client may also terminate this Agreement forthwith by notice in writing to the Agency if the Client is unable to pay its debts or enters into a trust deed for its creditors or is sequestered or shall become apparently insolvent or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation of such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Agreement) or compounds with or convenes a meeting of its creditors or has a receiver or manager or an administrator appointed or ceases for any reason to carry on business or has diligence executed against it or takes or suffers any similar action which in the opinion of Agency means that the Client may be unable to pay its debts.

RM RM

3.3.4 Clauses 3, 4, 5, and 8 shall survive termination of this Agreement. Clauses 6 and 12 shall survive for a period of twelve (12) months from the effective date of termination.

4. Confidentiality. Agency shall take reasonable steps to ensure that proprietary or confidential information ("Confidential Information") supplied by Client to Agency is not disclosed to any third party. Confidential Information does not include information known to Agency prior to disclosure by Client, information that is publicly known or information available from or disclosed by a third party not bound in a confidential relationship with Client. Agency shall inform Client of all requests for or inquiries into Client's Confidential Information by third parties and shall only provide same when legally compelled to do so after notice to Client. In the course of performing the services required of Agency hereunder, Agency may disclose Confidential Information as Client shall have approved for disclosure.

5. Ownership; Use Of Materials. Subject to any third party rights in licensed elements, Client shall be sole owner of all rights in and to materials developed and produced by Agency on Client's behalf, provided Client has paid all invoices due and owing to Agency pursuant to this Agreement. Client understands and agrees that its rights in any third party materials or any services including, without limitation, stock photos, licensed materials or talent and talent residuals, are subject to any terms and conditions set forth in any applicable agreement. Subject to obtaining the prior written consent of Client, the Agency may use any materials produced hereunder in Agency's portfolio, on Agency's web site and for internal and trade purposes. Subject to the foregoing provisions of this Clause 5:-

5.1 Agency agrees that all right, title and interest in and to any intellectual property rights created by the Agency in relation to the provision of the Services shall arise and remain vested in Client and further agrees to assist Client in connection with any application to register any intellectual property rights as is required by Client and at the expense of Client.

5.2 Agency hereby assigns to Client by way of future assignation of copyright and design right all copyrights and design rights, which may be created by Agency during its provision of and related to the Services.



5.3 Subject to materials containing third party licensed elements, Agency warrants and represents that Client will be free to assign, licence or otherwise transfer such intellectual property rights without any third party claims, liens, charges or encumbrances of any kind and that Agency is free of any duties or obligations to third parties which may conflict with the terms of this Agreement.

6. Non-Solicitation. During the Term hereof and for a six-month period thereafter, Client shall not solicit, employ, or attempt to employ (whether as employee, consultant or otherwise) an employee of Agency without Agency's prior written consent. If Client engages the services of an employee of Agency during the Term hereof or six-months thereafter, Client agrees to pay Agency a fee calculated as twenty percent (20%) of that person's annual salary and/or other compensation.

7. Client Obligations. Client shall be responsible for the accuracy, completeness and propriety of: (a) information concerning Client's organisation, products, and services; (b) rights, licenses and permissions to use materials furnished to Agency by Client or on Client's behalf in the performance of this Agreement; and (c) the content of any press releases approved by Client.

8. Indemnity.

8.1 Client shall defend, indemnify and hold Agency harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Agency by any third party, including any governmental agency, which arises out of or in connection with breach of this agreement; information or materials supplied by Client or a third party authorized by Client to Agency; or as a result of any governmental investigation, proceeding or administrative hearing regarding the Services.

8.2 Agency shall defend, indemnify and hold Client harmless from and against any loss, damage, liability, claim, demand, action, cost and expense (including reasonable attorneys' fees and costs) (collectively "Loss") resulting from claims made against Client by any third party, including any governmental agency, which arises out of or in connection with breach of any representation or warranty under this agreement.

8.3 Limitation Of Liability. In no event whatsoever shall either party be liable to the other hereunder for any incidental, indirect, special, consequential or punitive damages or lost profits under any tort, contract, strict liability or other legal or equitable theory arising out of or pertaining to the subject matter of this Agreement, even if said party has been advised of the possibility of or could have foreseen such damages.

9. Insurance. Agency undertakes to take out adequate insurance cover with an insurance office of repute to cover liabilities accepted by it in this Agreement and at Client's request will produce a copy of the insurance policy or policies and relevant renewal receipts for inspection by Client.



10. Modification of Plans. In the event Client modifies or cancels any plans or work in process, Client agrees to assume Agency's liability for all authorised commitments, to reimburse Agency for all expenses incurred relating thereto, to pay Agency any related service charges in accordance with the provisions of this Agreement relating thereto, and to indemnify Agency for all claims and actions by third parties for damages and expenses that result from carrying out Client's instructions.
11. Failure of Media and Suppliers. Agency shall use reasonable endeavours to guard against any loss to Client as the result of the failure of media or suppliers to properly execute their commitments, but Agency will not be responsible for their failure.
12. Audit. Client, at its expense and through its authorised employees or its independent certified public accountants, shall have the right during normal business hours to examine Agency's records of expenditure on Client's business on an annual basis, excluding access to individual payroll and personnel records. Client shall notify Agency sufficiently in advance (but not less than thirty days) to ensure that such records are made available to Client's authorised representative at Agency's premises. Agency shall keep detailed records of all things done by it in relation to the provision of the Services and at Client's request shall make them available for inspection and/or provide copies to Client.
13. Force Majeure. The parties shall not be liable for any delay or failure to carry or make continuously available the Services if such delay or failure is due to any cause beyond the control of the parties, including without limitation restrictions of law or regulations, labour disputes, acts of God, acts of terrorism or war, telecommunications, network or power failures or interruptions, or mechanical or electronic breakdowns.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the parties hereto agree that, for the purpose of enforcing any claim hereunder, the plaintiff shall institute legal proceedings in and shall submit to the exclusive jurisdiction of the courts of the country in which the defendant has its place of business referred to above.
15. Waiver; Assignment. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorised representative of the party to be charged with such a waiver. Neither party shall assign this Agreement without the other party's prior written consent.
16. Entire Agreement; Severability. This Agreement constitutes the parties' entire understanding of the matters set forth herein and supersedes any prior understanding or agreement. This Agreement may only be modified in writing signed by the parties hereto. In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.
17. Non Conflict. Agency warrants that it has disclosed and shall disclose to Client all of its existing or potential conflicts of interests which may in any way affect the independence and objectivity of its provision of the Services.



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18. Agency Representatives. Agency shall provide the Services through the individuals detailed in Attachment C or such other people as may have been approved by Client ("the Agency's Representatives"). Attachment C may be modified from time to time without Client approval due to termination or attrition of Agency Representatives. The Client shall be entitled to terminate this Agreement without penalty in terms of Clause 3.3.1 of this Agreement if the Services are not provided through the Agency's Representatives."

If the above meets with your approval, kindly indicate your consent by signing both enclosed originals of this letter where indicated, return one to us and retain the other for your files.

Very truly yours,

WEBER SHANDWICK WORLDWIDE, INC.

By: _____

Printed Name: _____

Title: _____

Address: _____

Date: _____

Michael F. Spring

Michael F. Spring

Chairman, New England

399 Boylston St. Boston, MA 02116

11 / 29 / 01

ACCEPTED & AGREED

SCOTTISH ENTERPRISE

By: _____

Printed Name: ROBERT MILLER

Title: PRINCIPAL SOLICITOR
SCOTTISH ENTERPRISE

Address: 150 BROOMFIELD, GLASGOW
G2 8LU

Date: 4 DECEMBER 2001

Attachment B
Scottish Enterprise
Public Relations Budget Estimate for November 2001 through March 2002
Revised November 25, 2001

Overall Activity Description	Subactivities within Overall Activity	Detailed Activities	Staff Time	Out-of-Pocket Cost	Total
MONTHLY RETAINER	N/A	<p>Ongoing media relations and support, including the items listed below, for Scottish Enterprise and the following teams within Scottish Enterprise: Locate in Scotland, Scottish Trade International, the Alba Centre, Microelectronics team, optoelectronics team and communications technologies team:</p> <ul style="list-style-type: none"> • Press tour recruitment (two trips, fourteen roundtrip airfares) • Pitching (features, op-eds, announcements) • Identifying strategic partnerships • Global Network development • Analyst relations • Ongoing client research • Account management (media monitoring, budgeting, reporting) <p>(\$22,000/month x 9 months)</p>	\$110,000	\$15,000	\$125,000

ADDITIONAL PROGRAM ELEMENTS	Special Events	<p>October Launch Visit (five days: NY, NJ, MA)</p> <ul style="list-style-type: none"> • Strategic planning • Media pitching and meetings • Development & production of materials, i.e. invites, media presentation, fact sheets, etc. • On-site coordination and logistical support • Travel (two BSMG staff members) 	\$35,000	\$15,000	\$50,000
ADDITIONAL PROGRAM ELEMENTS	Special Events	<p>West Coast Visit (five days: CA, OR, WA)</p> <ul style="list-style-type: none"> • Strategic planning • Media pitching and meetings • Development and production of materials, i.e. invites, media presentation, fact sheets, etc. • On-site coordination and logistical support • Travel (two BSMG staff members) 	\$55,000	\$15,000	\$70,000
ADDITIONAL PROGRAM ELEMENTS	Alba Centre Support	<ul style="list-style-type: none"> • Research (i.e. developing branded survey concept) - • Analyst briefings on the East and West Coast • Support for Sernico Summit (if we participate) 	\$55,000	\$10,000	\$65,000
ADDITIONAL PROGRAM ELEMENTS	Optoelectronics support	<ul style="list-style-type: none"> • Larger circulation for Opto News. Perhaps using it as peg for further media coverage • Possible media tour (depending on resource). NB This could be one of the two already nominated. 	\$10,000	\$4,000	\$14,000
ADDITIONAL PROGRAM ELEMENTS	Microelectronics support	<ul style="list-style-type: none"> • Foundry project – planning and media support. TBC • Advanced packaging – planning and media support. TBC • Ongoing events support TBC 	\$10,000	\$3,000	\$13,000

ADDITIONAL PROGRAM ELEMENTS	Communications Technology support	<ul style="list-style-type: none"> • Mission to the U.S. based around GlobeComm show and key meetings. November. To include media support, arranging interviews with key publications etc • CommTecho – new publication. Wider circulation and expansion of database. Use as peg for further media coverage 	\$15,000	\$3,000	\$18,000
ADDITIONAL PROGRAM ELEMENTS	Mailings	<ul style="list-style-type: none"> • LIS Newsletters (3 mailings – 60,000 copies – project management and postage) 	\$5,000	\$42,000	\$47,000
ADDITIONAL PROGRAM ELEMENTS	Strategic Planning and Development	<ul style="list-style-type: none"> • Orientation visit to Scotland • Travel (three BSMG staff members) • SEIO Conference • Travel (one BSMG staff member) • 2 days of planning meetings (Boston) • Travel for Meszaros, Broderick, Bateman 	\$30,000	\$8,000	\$38,000
SUBTOTAL PUBLIC RELATIONS			\$325,000	\$115,000	\$440,000

Scottish Enterprise
Advertising and Interactive Budgets Estimate for November 2001 through March 2002
 Revised November 25, 2001

Activity	Detail	Staff Time	Out-of-Pocket	Total
ADVERTISING				
Account Management	<ul style="list-style-type: none"> • Strategic planning • Project coordination • Planning meetings (\$8,000/month x 8 months) 	\$64,000	\$8,500	\$72,500
Research	<ul style="list-style-type: none"> • ID/concept testing (2) Chicago and San Francisco • Honorariums (\$250 x 12 participants) • Travel (2 KRC Research consultants) 	\$21,600	\$8,000	\$29,600
Ad Production	3 print ads	\$45,000	N/A	\$45,000
Advertising Media	(Revised media plan to be submitted separately)	\$213,500	N/A	\$213,500

Attachment C

Scottish Enterprise

Weber Shandwick Worldwide/Mullen Account Team

Public Relations: (Weber Shandwick Worldwide)

Boston:	Brad Minnick, Managing Director, (Account Manager) Lars Carlson, Director Thomas Bain, Associate Patricia Rodriguez, Associate Dan Kobayashi, Associate Micho Spring, Chairman, Weber Shandwick Worldwide New England, (strategic counsel)
Cambridge:	Roger Bentley, Senior Vice President (Alba team) Anne Coyle, Account Supervisor (Alba team)
Dallas:	Mary Brauer, Managing Director (Cyber PR)
New York:	Chris Broderick, Senior Managing Director (strategic counsel)
Silicon Valley:	Chris Bateman, Vice President and General Manager (Alba team)
Washington:	James Meszaros, Principal, (strategic counsel)

Advertising: (Mullen)

Boston:	Kathy Martin, Account Supervisor Tom Stone, Senior Vice President, Account Director Bill Drake, Vice President, Group Creative Director
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Interactive: (Mullen)

Pittsburgh:	Dan Gbur, Management Supervisor, Interactive Jay Good, Partner, Director of Interactive
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